

**INTERGOVERNMENTAL AGREEMENT
TEMPORARY ASSISTANCE FOR NEEDY FAMILIES (TANF)
BETWEEN
SOUTH PUGET INTERTRIBAL PLANNING AGENCY AND THE
WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALTH
SERVICES**

I. AUTHORITY

***THIS AGREEMENT** is entered into between South Puget Intertribal Planning Agency (hereinafter SPIPA) and the Washington State Department of Social and Health Services, (hereinafter the Department) pursuant to their respective governmental authorities. For purposes of Tribal TANF, SPIPA is a consortium of three (3) tribes: the Skokomish Tribe, the Squaxin Island Tribe and the Nisqually Tribe. SPIPA is authorized to enter into this Agreement pursuant to tribal resolutions from the Skokomish, Squaxin Island, and Nisqually Tribal Councils (Resolutions attached). The SPIPA Intertribal TANF Program shall be known hereinafter as SITP. The operation of SITP is the responsibility of SPIPA's governing board. The Interlocal Cooperation Act, RCW 39.34, permits any State agency to enter into a cooperative agreement with an Indian tribe for their mutual advantage and cooperation. RCW 74.080A.040 authorizes the State to coordinate and cooperate with eligible Indian tribes or a consortium of tribes that elect to operate a Tribal TANF program as provided for in P.L. 104-193 and to transfer a fair and equitable share of State Maintenance of Effort (MOE) funds to the eligible Indian tribe or consortium. SPIPA and the Department desire to enter into this Agreement pursuant to their respective authorities, which include financial assistance and employment and training services to eligible, needy families in order to fulfill the purpose set out herein. It is the intention of the parties that this Agreement be liberally construed to effectuate its intent and purposes.*

SPIPA and the Department each have delegated authority over providing comprehensive welfare reform services and additional supportive services.

SPIPA and the Department recognize that SPIPA has a compelling interest on behalf of the sovereign tribes, Skokomish, Squaxin Island, and Nisqually Tribes in promoting and maintaining the governmental social, economic and cultural integrity of the tribes. The parties recognize their respective authorities and enter into this Agreement consistent with the government-to-government relationships affirmed by the Centennial Accord of 1989.

Section 412 of the Social Security Act requires payment of TANF funds to Indian tribes or a consortium of tribes with approved TANF plans. SPIPA will

provide services under its approved TANF plan in a manner that best serves the needs of its service area and population. The parties recognize that their ability to serve TANF families shall be enhanced with the establishment of a process and procedures for the transfer and exchange of services. Coordinating the transfer of identified cases from the Department to SPIPA shall assist in ensuring that tribal families receive uninterrupted services.

II. PURPOSE

The purpose of the Agreement is to assist both the Department and the SITP in carrying out their respective authorities and responsibilities. Title IV-A, Section 412 of the Social Security Act, as amended by Public Law 104-193 (Personal Responsibility and Work Opportunity Reconciliation Act of 1996) authorizes tribes, tribal organization, or consortia to provide Tribal TANF services to all eligible Native Americans and Alaska Natives residing within a tribe's identified service area as specified in its TFAP. RCW 74.080A.040 provides state authority to coordinate and cooperate with eligible Indian tribes that elect to operate a Tribal TANF program as provided for in P.L. 104-193 and to transfer a fair and equitable amount of State Maintenance of Effort (MOE) funds to SPIPA and to work in partnership to coordinate state and tribal benefits and services. The parties to the agreement recognize and acknowledge that implementation of this Agreement is an appropriate exercise of the Tribe's authority as a sovereign government, as delegated for this purpose to SPIPA.

The purpose of the Agreement is to provide for the continued process and procedures established for the mutual exchange of information and to allow the SITP to apply its own program rules and regulations in appropriate cases. The establishment of these procedures is in the best interest of the Indian families and especially Indian children who have a need to receive required financial support. This Agreement is consistent with, and is intended to further, the declared national policy of moving recipients into time-limited assistance and work. At the same time, this Agreement also protects the best interest of families and children by providing an effective and efficient way by which these families and children may be maintained from the resources available to both SPIPA and the Department.

III. DEFINITIONS

SPIPA and the Department agree for the purposes of this Agreement to the following definitions.

- 1. Retrocession: Means the process by which an Indian nation or tribal consortia voluntarily terminates and cedes back (or returns) a tribal TANF program to the appropriate state and federal entities, consistent with federal regulations. Retrocession includes the voluntary relinquishment of*

the authority to obligate previously awarded state and federal funds before that authority otherwise expires.

2. *State Maintenance of Effort Funds (MOE): Federally required expenditures of State funds in programs which fulfill specific Federal requirements and which serve TANF eligible families. Depending upon whether a State meets certain TANF program requirements, the required minimum level of State MOE spending in any fiscal year is 75% or 80% of the State's 1994 spending in certain AFDC related programs. Washington State's MOE is currently 75%.*
3. *TANF (Temporary Assistance for Needy Families): a program authorized by the 1996 Personal Responsibility and Work Opportunity Reconciliation Act (PL 104-103) and codified in title IV-A of the Social Security Act operated by states and Indian nations to provide financial assistance and employment and training services to eligible, needy families.*
4. *TFAP (TANF Family Assistance Plan): Means the plan for implementation of the Tribal TANF program under Section 412(b) of the Social Security Act*
5. *TFAG (Tribal Family Assistance Grant): Means the federal funding for the Tribal TANF Program.*
6. *Tribal TANF Program: Means a TANF program developed by an eligible Indian nation, tribal organization, or consortium and approved by the Administration for Children and Families under Section 412 of the Social Security Act.*
7. *WorkFirst: The state's welfare reform program that provides support services and activities to TANF recipients and low-income families so they can find jobs, keep jobs, and become self-sufficient.*

IV. THE DEPARTMENT AND SPIPA AGREE TO THE FOLLOWING:

SPIPA and the Department determined 1) the data that would be submitted by the Department to the United States Department of Health and Human Services (hereinafter HHS), from which HHS would determine SPIPA's federal TANF grant amount, and 2) the amount of State maintenance of effort funds and other monetary and non-monetary enhancement that would be provided by the Department to assist SPIPA's TANF program.

SPIPA has an approved TFAP, which is incorporated by reference. The effective date of the TFAP is the first day of September 2004. SPIPA will serve all enrolled American Indians/Alaska Natives (AI/AN) on the Skokomish, Squaxin Island, and Nisqually Reservations; all AI/AN in Kitsap, Pierce, Thurston and Mason Counties with the following exceptions: in Pierce County, excluding all members of the Puyallup Tribe, Muckleshoot Tribe and Suquamish Tribe and all families who reside on the Puyallup reservation; in Kitsap County, excluding all members of the Puyallup Tribe, Suquamish Tribe and Port Gamble S'Klallam Tribe and all families living on the

Port Gamble S'Klallam reservation (the families eligible for the Port Gamble S'Klallam Tribal TANF program); In Mason County, excluding all members of the Confederated Tribes of the Chehalis Reservation and Suquamish Tribe; and in Thurston County, excluding all members of the Confederated Tribes of the Chehalis Reservation, Puyallup Tribe, and Suquamish Tribe consistent with its federally approved TFAP.

The Department and SPIPA determined that there were 1,168 assistance units (AU's) or tribal families receiving AFDC public assistance benefits in 1994, based on SPIPA's identified service population and geographic area as identified in their TFAP.

The Department has transferred, in a separate agreement, \$450,000, in state funds, to SPIPA for one-time start-up and infrastructure costs. The Department agrees to transfer to SPIPA in state funds, a maximum consideration of \$3,125,099 for each of the three years. The annual amounts will be paid to SPIPA, upon submission of a department voucher (A-19), payments to be at the beginning of each calendar quarter, in accordance with the State MOE Payment Schedule, Exhibit A, attached and incorporated. Included within the annual funding stated above, the Department agrees to pay to SPIPA enhanced funding for future employment opportunities of \$550,000 for each of the three years of the Agreement. Annual state funds available for all Tribal TANF programs are subject to change based on state TANF budget considerations. The Department will notify SPIPA, of any change in the amount of annual state MOE funds available under this section, in writing, 45 days before the effective date of the change.

SPIPA and the Department agree to comply with policy addressing a reconciliation process and methodology to be developed in upcoming consultations with tribes. SPIPA and the Department agree to amend this provision when the policy is finalized. SPIPA and the Department agree it will be retroactive to the opening date of SPIPA's tribal TANF program. Any needed adjustments for AU's who are not served by the tribal TANF program and who are served by the state TANF program will be made to each quarterly State MOE payment. The reconciliation shall be from state funds and shall not exceed the maximum consideration of this Agreement.

SPIPA has received federal approval of their Tribal Family Assistance Plan (TFAP) indicating that they have complied with and met the requirements of the federal policy (DTTM Policy dated 6/03) relating to serving Indian families on or near the reservation service areas, including the policy provisions relating to notification of other Tribes with overlapping near reservation areas. If there is a change to SPIPA's service population under their federal TFAP and associated TFAG, SPIPA will notify the Department. The Department will adjust the State funds and the Intergovernmental Agreement with SPIPA accordingly to reflect these changes.

To meet the requirements outlined in the November 27, 2000 TANF Policy Announcement (No. TANF-ACF-PA-00-4) issued by the U.S. Department of Health and Human Services, and incorporated by reference, SPIPA and the Department have agreed to the following mechanism to enable the Department to know quarterly how SPIPA has used the State's Maintenance of Effort Funds (MOE) and the number of eligible families served with the funds. To assist with this, two forms have been developed and will need to be completed by SPIPA and submitted on a quarterly basis. These forms are attached (forms # WA -TT-01 Tribal TANF State of Washington Tribal Quarterly Report and WA-TT-02 State MOE Tribal TANF Expenditure Report).

V. IMPLEMENTATION AGREEMENTS

SPIPA and the Department shall develop an Operational Agreement describing the working relationship between the Department of Social & Health Services Regions 5 and 6 and SPIPA, including procedures for the effective transfer of cases and coordination of services that shall be performed by each party. This Operational Agreement shall also include an Information and Data Sharing Protocol. The protocol shall include provisions identifying State and Tribal confidentiality protections and provisions to ensure that a family receiving assistance under SPIPA's plan may not receive assistance from other state or tribal TANF programs.

SPIPA and the Department, working with the Division of Child Support, will develop processes or agreements to address the child support issues relating to their tribal TANF clients.

VI. RESPONSIBILITIES OF SPIPA

SPIPA shall provide TANF services as described in its federally approved TANF Plan. SPIPA shall comply with all applicable federal regulations governing the use of federal funds as they pertain to tribal governments.

Consistent with its federally approved TFAP, SPIPA shall make the final determination of tribal membership of families applying for Tribal TANF services. SPIPA shall also determine whether such families meet the eligibility criteria for Tribal TANF services.

SPIPA shall provide the Department with a list and description of the current eligibility criteria for Tribal TANF services. If and when changes or revisions of such eligibility occur, SPIPA shall promptly inform the Department of these changes or revisions.

If SPIPA requests an amendment to its TFAP which would have a significant financial impact on the Department, SPIPA shall also notify the Department of such request and provide a copy of the proposed amendment. The Department and SPIPA shall negotiate and reach agreement regarding any amendments to the TFAP, which would have an impact on this Agreement before SPIPA implements the amendment. SPIPA agrees to give the Department notice when such amendments are approved.

VII. RESPONSIBILITIES OF THE DEPARTMENT

The Department will refer new applications to SPIPA beginning September 1, 2004. The Department shall transfer the eligible cases to SPIPA in three (3) installments on October, November and December of 2004. The details of the phase-in of the cases will be further outlined in the Operational Agreement.

The Department shall provide the Tribal TANF recipients with equitable access to Medical Assistance and the Food Stamp Program (called Basic Food in Washington State) for determination of eligibility and distribution of services. The Department shall also provide equitable access to the benefits of the Department's Child Care program including program eligibility and payment for childcare providers based on state law.

The Department shall provide SPIPA with a list and description of the current eligibility criteria for State-funded TANF services. If and when changes or revisions of such eligibility occur, the Department shall promptly inform SPIPA of these changes or revisions.

The Division of Child Support (DCS) shall electronically distribute child support collected on a Tribal TANF case to SPIPA, on each case where DCS has received the form assigning the family's support rights to SPIPA. The processes will be outlined in the operational agreement.

The Department waives Section 405 (b) of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, that requires 90 days advance notification that the State's TANF grant, is to be reduced.

VIII. CONFLICT RESOLUTION

SPIPA and the Department understand that there may be times when a question is raised by either party, regarding the appropriateness of a referral either from the Department to SPIPA or from SPIPA to the Department. SPIPA and the Department acknowledge that there may be instances in which either SPIPA or the Department has not complied with the conditions of this Agreement or that

clarification is necessary to interpret provisions of this Agreement. In such instance, SPIPA and the Department shall attempt to resolve the matter through discussions. If unsuccessful, SPIPA and the Department agree to refer the matter to non-binding mediation.

Either party may request that a mediator be selected to assist in resolving any conflict or dispute. The mediator shall be jointly selected and shall be approved by both SPIPA and the Department. The cost of a mediator shall be born equally by SPIPA and the Department.

If the mediator cannot resolve the conflict or dispute, then the issue shall be brought before a Disputes Board. The Disputes Board shall consist of three (3) individuals, one (1) selected by SPIPA, one (1) selected by the Department and a third party to be chosen by the first two. The Disputes Board shall review all issues, concerns and conflicts with a goal to determine acceptable solutions for both parties. The decisions of the Disputes Board shall be final and binding on both parties.

Nothing in this agreement shall be construed as a waiver of tribal sovereign immunity.

IX. EXECUTION, AMENDMENT, WAIVER AND TERMINATION

This Agreement may be reviewed annually at the request of either SPIPA or the Department. This Agreement may be altered, amended or any provision may be waived by written agreement signed by both parties.

This Agreement is for three years. During this time, TANF will be reauthorized at the federal and state level. If there are changes to the federal or state TANF legislation or funding structure that significantly impact either party, each reserves the right to renegotiate this Agreement. Payments are subject to the availability of adequate federal and state funds. DSHS may renegotiate this Agreement subject to the new funding limitations and conditions by providing forty-five (45) calendar days' written notice.

This Agreement incorporates the Indian Nation and DSHS Agreement # 0082-44134 for the Nisqually Tribe, # 0082-44143 for the Skokomish Tribe, and # 0082-44146 for the Squaxin Island Tribe Regarding General Terms and Conditions by reference, including but is not limited to, the provisions for Termination Due to Change in Funding, Termination for Convenience, and Termination for Default. For this Agreement, either party may terminate the Agreement by giving the other party forty-five (45) calendar days' written notice.

If SPIPA chooses to terminate or retrocede its Tribal TANF program prior to the end of its three-year plan, it agrees to provide the Department with notification at the same time that it notifies the Secretary of HHS. All future scheduled State funded payments shall be discontinued and any State MOE funds not expended or obligated on Tribal TANF activities as of termination or retrocession date shall be returned to the Department within 45 days of the termination or retrocession date.

X. TERM

THIS AGREEMENT shall become effective when SPIPA and the Department have signed the Agreement. This Agreement shall terminate on August 31, 2007, unless extended, or terminated prior to that date, as provided herein.

On this day of , 2004 in Olympia, Washington, the following in their representative capacities hereby approves this Agreement.

Gordon James 7/21/04
GORDON JAMES Date
CHAIRMAN
Skokomish Tribe

David Lopenan 7/22/04
DAVID LOPEMAN Date
CHAIRMAN
Squaxin Island Tribe

Dorian Sanchez 7-21-04
DORIAN SANCHEZ Date
CHAIRMAN
Nisqually Tribe

Dan Gleason

7-21-04

DAN GLEASON

Date

CHAIR

South Puget Intertribal Planning Agency Governing Board

Amadeo T. Tiam

7-21-04

AMADEO TIAM

Date

EXECUTIVE DIRECTOR

South Puget Intertribal Planning Agency

Dennis Braddock

7/29/04

DENNIS BRADDOCK

Date

SECRETARY

Department of Social & Health Services

Deb Bingham

7/27/04

DEB BINGAMAN

Date

ASSISTANT SECRETARY

Economic Services Administration

SOUTH PUGET INTERTRIBAL PLANNING AGENCY

EXHIBIT A

STATE MOE PAYMENT SCHEDULE

The \$450,000 startup for the first year was paid under a separate agreement and is not included here.

	<u>PAYMENTS</u>	<u>BILLING DATE</u>
FIRST PAYMENT (ONE MONTH -to adjust to calendar quarter)	\$260,424.92	September 1, 2004
SECOND PAYMENT (CALENDAR QUARTER)	\$781,274.75	October 1, 2004
THIRD PAYMENT (CALENDAR QUARTER)	\$781,274.75	January 1, 2005
FOURTH PAYMENT (CALENDAR QUARTER)	\$781,274.75	April 1, 2005
FIFTH PAYMENT (CALENDAR QUARTER)	\$781,274.75	July 1, 2005
SIXTH PAYMENT (CALENDAR QUARTER)	\$781,274.75	October 1, 2005
SEVENTH PAYMENT (CALENDAR QUARTER)	\$781,274.75	January 1, 2006
EIGHTH PAYMENT (CALENDAR QUARTER)	\$781,274.75	April 1, 2006
NINTH PAYMENT (CALENDAR QUARTER)	\$781,274.75	July 1, 2006
TENTH PAYMENT (CALENDAR QUARTER)	\$781,274.75	October 1, 2006
ELEVENTH PAYMENT (CALENDAR QUARTER)	\$781,274.75	January 1, 2007
TWELFTH PAYMENT (CALENDAR QUARTER)	\$781,274.75	April 1, 2007
LAST PAYMENT (TWO MONTHS)	\$520,849.83	July 1, 2007

MAXIMUM AVAILABLE FOR THREE YEARS OF PAYMENTS \$9,375,297
STATE FUNDS

contractpayment schedule exhibit A

TRIBAL TANF

STATE OF WASHINGTON TRIBAL QUARTERLY REPORT

TRIBE'S NAME _____																																				
CURRENT QUARTER ENDING DATE _____																																				
<u>CASELOAD COUNT FOR THIS QUARTER:</u> <u>ALL CASES</u> MONTHLY CASE COUNT UNDUPPLICATED CASE COUNT <u>CHILD ONLY CASES</u> MONTHLY CASE COUNT UNDUPPLICATED CASE COUNT <u>SINGLE PARENT CASES</u> MONTHLY CASE COUNT UNDUPPLICATED CASE COUNT <u>TWO PARENT CASES</u> MONTHLY CASE COUNT UNDUPPLICATED CASE COUNT	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3" style="text-align: center; padding: 5px;">MONTH OF QUARTER</th> </tr> <tr> <th style="width: 33%; text-align: center; padding: 5px;">1ST</th> <th style="width: 33%; text-align: center; padding: 5px;">2ND</th> <th style="width: 33%; text-align: center; padding: 5px;">3RD</th> </tr> </thead> <tbody> <tr><td style="height: 30px;"></td><td></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td><td></td></tr> <tr><td style="height: 30px;"></td><td></td><td></td></tr> </tbody> </table>			MONTH OF QUARTER			1ST	2ND	3RD																											
MONTH OF QUARTER																																				
1ST	2ND	3RD																																		

<u>STATE MOE FUNDING & EXPENDITURE DATA</u>	
FOR THIS CURRENT QUARTER:	
STATE FUNDS TRANSFERRED TO TRIBE	_____
STATE FUNDS EXPENDED BY TRIBE	_____
SINCE INCEPTION OF THE CURRENT STATE TRIBAL AGREEMENT:	
STATE FUNDS TRANSFERRED TO TRIBE	_____
STATE FUNDS EXPENDED BY TRIBE	_____

**Washington State Department of Social & Health Services
Economic Services Administration**

Form # WA - TT02 (5/03)

State MOE Tribal Temporary Assistance for Needy Families (TANF) Expenditure Report

Tribal Name and Address	CURRENT FEDERAL FISCAL YEAR	CURRENT QUARTER ENDING	COMMENTS
STATE CONTRIBUTED MOE FUNDS FEDERAL FUNDS			
EXPENDITURE CATEGORIES			
5. EXPENDITURES ON ASSISTANCE			
a. BASIC ASSISTANCE	\$	\$	
b. OTHER SUPPORTIVE SERVICES	\$	\$	
c. OTHER; detail please	\$	\$	
6. EXPENDITURES ON NON-ASSISTANCE			
a. WORK RELATED ACTIVITIES/EXPENSES	\$	\$	
1. WORK SUBSIDIES	\$	\$	
2. EDUCATION AND TRAINING	\$	\$	
3. OTHER WORK ACTIVITIES/EXPENSES	\$	\$	
b. TRANSPORTATION	\$	\$	
1. JOB ACCESS	\$	\$	
2. OTHER	\$	\$	
c. INDIVIDUAL DEVELOPMENT ACCOUNTS	\$	\$	
d. PREVENTION OF OUT-OF-WEDLOCK PREGNANCIES	\$	\$	
e. 2-PARENT FAMILY FORMATION AND MAINTENANCE	\$	\$	
f. ADMINISTRATION	\$	\$	
g. INFORMATION TECH. SYSTEMS	\$	\$	
h. OTHER - please list separately- add rows if needed:	\$	\$	
i.	\$	\$	
j.	\$	\$	
k.	\$	\$	
7. TOTAL STATE MOE & FEDERAL EXPENDITURES	\$	\$	
THIS IS TO CERTIFY THAT THE INFORMATION REPORTED ON ALL PARTS OF THIS FORM IS ACCURATE AND TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF.			
SIGNATURE: AUTHORIZED TRIBAL OFFICIAL			TYPED NAME & TITLE OF PREPARER
DATE SUBMITTED: SUBMITTAL: [] NEW [] REVISED			